



उत्तर प्रदेश UTTAR PRADESH

लखनऊ EC 87289
 08 JUL 2014
 आदर्श न्यायिक लखनऊ

LICENCE FOR THE USE THE NATIONAL HIGHWAY LAND

Agreement to the cable / duct for crossing of 2 Nos. 185 Sq.mm, 3 Core 11 KV HT Cable across the road at Sarojni Nagar, Km. 16.015 to Km. 16,800 on NH-25 (Lucknow - Kanpur Section) in the state of Uttar Pradesh.

The department Agreement made this 13th day of February of year 2015 between National Highway Authority of India (hereinafter referred to as NHA) which expression shall unless excluded by or repugnant to the context include its successors of the one part and Electricity Construction Division-iv (hereinafter called the licensee), having its office at Laplace, near Saharaganj, LESA, Lucknow-226 001 through its Shri Rajendra Prasad, Executive Engineer, Electricity Construction Division-IV, Lucknow which expression shall unless excluded by or repugnant to the context, include its successors/administrator, assignees on the second part.

Permission for lay 2Nos, 185 Sq.mm, 3 Core, 11 KV, HT Cable on NH-25 (Lucknow - Kanpur Section) at Km.16.015 to 16.800, Sarojni Nagar, Tehsil & District Lucknow in the state of U.P.

[Handwritten signature]

अभिधाता आनि
 विद्युत निर्माण खण्ड (I)
 मंत्रालय/विभाग
 33/11 के बी एस ए
 लखनऊ

vi. The laying of any type of linear service like water pipeline, cable etc. along NH can only be a right of way boundary or at a minimum distance of 15m from the centre line of the nearest carriageway or as per the distance indicated under specific project requirements whichever is farthest from the centre line of the existing pavement. Any deviation in this regards can only be with the specific approval of the Competent Authority taking into account the present and future requirement.

vii. In case of all major roads the services lines shall be taken through ducts of sufficient size and strength in order to order to facilitate future repairs/addition of lies, etc. without resorting to cutting open of the road (3.6.1(ii) of IRC).

viii. The installation should be strong enough to stand the super imposed traffic loads and earth pressure (Clause 3.6.1 (iii) of IRC).

ix. For crossing locations, the laying of pipeline can be considered only ~~by adopting horizontal directional drilling (HDD) or trenchless technology~~ by providing suitable casing pipe.

x. All the precaution has to be taken by the Licensee before lying of cable line.

xi. NHAI will not be responsible for the damage caused to the cable line during widening of NH-25, if any, due to playing of heavy construction equipment during construction.

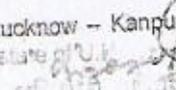
xii. The concerned cable line must be laid in accordance with specification as mentioned in IEG 95 of year 1997 and MORT&H guidelines dated 28-07-1993. The licenses should abide by the terms & conditions as laid down in NHAI circular no. NHAI/OEC/2K/Volume II, dated 07-11-2000 and MORT&H circular No NH-IMP/83/75 DATED 19-11-1975 Apart from the above, following conditions/terms are also to be abided by the licenses:-

The laying of the cable, duct across the road by the licensee on National Highway No 25 at Saraji Nagar, from Km.16.015 to Km.16.800 in the state of Uttar Pradesh shall be in accordance with the ~~proposed~~ ~~ROW DRAWING~~ in Annexure

ii. Pursuant to the vesting from Km.16.015 to Km.16.800 of National Highway No. 25 (Lucknow - Kanpur Section) in the state of Uttar Pradesh in NHAI notifications NHAI has the requisite authority to enter into this agreement and grant

Permission for lay 2 nos. 160 Sammi 3 Core, 11 kv, oil Cable on NH-25 (Lucknow - Kanpur Section) in the state of Uttar Pradesh.


भारतीय राष्ट्रीय राजमार्ग प्राधिकरण


विद्युत निरीक्षण विभाग (विद्युत)
संविधिकीर्णमंत्रालय
33/11 के वी एस एस, 1
लखनऊ

permission to the Licensee to lay, operate and maintain cable / duct in the accordance with the term of this agreement.

III. The laying of the cable / duct by the licensee shall be strictly in accordance with the agreed route map on the permitted Highway vested in NHAI. No right of way to the permitted highway is being granted to the licensee under this agreement and the licensee's right are restricted to those specially set out in the agreement.

IV. The permitted Highway on which the licensee has been granted the right of way to lay cable / duct has also been granted to the concessionaire under the concession agreement for up gradation under the concession agreement for up gradation of Lucknow - Kanpur Section of National Highway No. 25 on build, operate and transfer basis.

V. In consideration of the permission granted to the licensee to lay, operate and maintain cable / duct on the permitted Highway the Licensee hereby to pay NHAI one time nominal fee of Rs.1/- as part of this agreement.

VI. The licensee shall furnish a Bank guarantee for the amount collected at the rate of Rs. 50/- (Rs fifty only) per route meter to NHAI for period of one year for ensuring making good the excavated trench for cable / duct by proper filling and compaction and for repair of any part of cross road and clearing debris / loose earth produced due to execution of trenching at least 50m away from the edge of the Right-of - way. No payment shall payable to the licensee for clearing debris / loose earth by the NHAI. In case the work contemplated herein is not completed to the satisfaction of the project director NHAI within a period of eleven months from the date of issue of the bank guarantee, the licensee shall be liable to extend the bank guarantee or extend the guarantee for further period the excavated trench and for road repairs. NHAI shall have a right to make the good the damages caused by excavation at the cost of the licensee and the bank guarantee would be invoked.

VII. The licensee shall grant a non-exclusive license to the Licensee to lay cable / duct on the permitted Highway in accordance with the terms and conditions of this agreement to lay cable / duct on the permitted Highway.

VIII. The operation of laying the cable / duct shall be completed by the licensee within six months of the excavation of the agreement.

Permission
Section) at K

Section 10 of the National Highway Act, 1964
Lucknow - Kanpur
in the state of U.P.


भारतीय सड़क परिवहन निगम
National Highway Authority of India

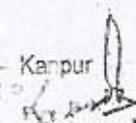

अधिसूची अभियन्ता
निवृत्त निर्माण खण्ड (बहुधुनी)
राज्य विद्युत निगम
12/11 ए सी एस एल, लाहौर

- IX. The activities of the licensee on the permitted highway shall not disrupt the ordinary use of the permitted highway.
- X. NHAI shall not responsible for any damaged caused to the cable / duct by any activity of NHAI on the permitted Highway. The parties are agreed the licensee is laying cable / duct on the permitted Highway at its own risk.
- XI. The parties agree that the cable / duct shall be laid by the licensee at the edge of the ROW of the permitted Highway as per the drawing approved by NHAI and enclosed with this agreement.
- XII. The top of the casing/ conduit pipe / duct containing the cable shall be 2.60m below the surface of the road subject to being at least 0.3m below the drain inverts.
- XIII. The licensee shall make good the excavated trench for lying of cables/ ducts by proper filling and compaction, so as to restore the land in the same condition as it was before digging the trench and shall clear the debris / loose earth produced due to execution of trenching to the satisfaction of NHAI.
- XIV. All crossing of connecting road to National Highway would be done through trench less technology by drilling the hole at a depth of 1.00m beneath the road pavement - without causing any damage or collapse of the road. In case any damage is caused to the pavement of these cross road the licensee will be required to restore the road to its original condition at his cost to the satisfaction of officer in charge of the local office of NHAI.
- XV. No payment shall be payable by NHAI to the licensee for clearing debris / loose earth. In case of licensee failing to discharge the obligation of making good of the excavated trench the project director NHAI shall have the option to make good the damages caused by excavation at the cost of the licensee.
- XVI. The licensee shall make his own arrangement for crossing of cross drainage structure reverse etc. In case this not feasible the cables may be carried on the out side of the railing / parapet and supported on casters fixed to the out side of the bridge superstructure. The fixing and supporting agreement with all detail shall be got approved in-advance from the concerned officer of the NHAI. The actual cost of fixing and supporting arrangement shall be borne by licensee.
- XVII. The licensee shall shift the cable / ducts at his own cost and risks within 90 days from the issue of the notice by the concerned officer of the NHAI and shall calculate the cable lease fee as required for the period of laying and shifting of

Permission for lay 2Nos, 185 Sqmm, 3 Core, 11 KV HT Cable on NH-25 (Lucknow - Kanpur Section) at Km. 3.015 to 10.300, Saran Nagar, Tehsil - Lucknow, Lucknow in the state of U.P.



 Licensee



 अधिकारी, क्षेत्रीय कार्यालय (उत्तर प्रदेश),
 नेशनल हाइवे अथॉरिटी,
 नई दिल्ली

the ROW or any other purpose and restore the road land to its original condition at its own cost. In case the licensee fails to do so NHA shall not be liable for any consequential loss or damage in the event of any disruption or discontinuance or breakage in cables / ducts.

XVIII. The licensee shall be responsible for ascertaining from NHA officers / Chief General Manager Department of telecommunication of the location of other cable etc. The licensee shall ensure the safety of already existing cables before, commencement of, during and after the excavation. During the tenure of the agreement and shall be responsible for any damage to the existing cables of DOT or, any other communication network and will have to get the same repaired or replaced to the satisfaction of the Project Director, NHA at its cost in case of any damage. The Project Director NHA shall also have the right to make good the damages caused to the existing cables of other communication network by the laying operator and maintenance of the cables / ducts not made good by the licensee to his satisfaction and to the cost of the licensee.

XIX. The licensee fails to comply with conditions (xvii) and (xviii) above to the satisfaction of the Chief the same shall be got executed by The NHA at a option at the cost and risk of the licensee.

XX. The licensee shall be responsible for safety of all other communication lines, cables, ducts, pipes for water supply and gas Sewage lines etc. trenching. The Licensee shall also be responsible for safety of cross drainage structures. The licensee shall procure insurance from required insurance company to the satisfaction of the Project Director NHA against damages to these lines during trenching.

XXI. In case crossing of the National Highway or any other highway must be done, the licensee shall be required to cross the National Highway. It shall be done through trenchless technology by drilling the hole to a depth of 6 m beneath the road pavement and vertical clearance of clearance of the hole. In case any damages caused to the pavement of the highway by the licensee, the licensee shall be required to restore the highway to its original condition at his cost to the satisfaction of the Project Director NHA.

XXII. The licensee shall inform all concerned officers of NHA, at least 15 days in advance of the commencement of the work.

XXIII. The licensee shall ensure that all the trenches should be strictly kept covered during the work and all the trenches filled up

Permission for
Section) at Km


Project Director
NHA

100, Saran Road, ...
...
...

agreement has been executed in duplicate and each party to
this agreement has received one signed copy each.

in witness whereof
the day and the year first above written.

SIGNED SEALED AND DELIVERED BY FOR AND ON BEHALF OF
PRESIDENT OF INDIA.

GM cum Pr

National Highway Authority of India,
PIU, LKO

In the presence of (witnesses)

अविशासी अभियन्ता
बहुत निर्माण खण्ड (मदुरा), देहा

In the presence of (witnesses)

Permission for lay 210m x 25.50 mm, 3 Core, 11 KV HT Cable on NH-25 (Lucknow - Kanpur
Section) at Km.10.5 to 10.870, Seroni Nagar Teh. Jd. Dist. Lucknow in the state of U.P.